

FORM C

COVENANT

This is a sample form. The form submitted to the Planning Board shall be prepared as an original document. The Developer should not attempt to "fill in the blanks" on this copy. It is not necessary to include the term FORM C on the form submitted to the Planning Board.

In consideration of the Lexington Planning Board having approved a definitive subdivision plan entitled (name of subdivision) without requiring a performance bond or other surety, and in consideration of one dollar in hand paid, receipt whereof is hereby acknowledged, (name of developer), the "Developer", who is the owner of all the land included in the aforesaid subdivision, is the owner in fee simple of all the land included in the aforesaid subdivision, [or as agent for (name of owner), "Owners",] represents, covenants and agrees with the Town pursuant to Massachusetts General Law, Chapter 41, Section 81U, as amended as follows:

1. (name of owner) is the owner in fee simple of all the land included in the aforesaid subdivision, and there are no mortgages of record or otherwise on any of said land, except those described below and subordinated to this Covenant, and the present holders of said mortgages have assented to this Covenant prior to its execution by the Developer.

Description of Mortgages: (complete names of mortgagees and registry of deeds references)

2. This Covenant shall run with the land included in the aforesaid subdivision and shall operate as a restriction upon said land.

3. The ways and municipal services required to serve the lots in said subdivision shall be installed and constructed as shown on the definitive plan and in accordance with the Subdivision Regulations adopted by the Lexington Planning Board, with such modifications or conditions, if any, as have been imposed by the Planning Board, such modifications or conditions being set forth in a Certificate of Action dated _____, 20__, to be recorded herewith, before such lot may be built upon or conveyed other than by a mortgage deed; provided that a mortgagee who acquires title to the mortgaged premises by foreclosure or otherwise and any succeeding owner of such premises or part thereof may sell any such lot subject to the limitation that no lot shall be built upon until such ways and services have been provided to serve such lot; and provided further that nothing herein shall be deemed to prohibit a conveyance by a single deed, subject to this Covenant, of either the entire parcel of land shown on said subdivision plan or of all lots shown on such plan not previously released by the Planning Board.

4. Reference to this Covenant shall be entered upon said plan and this Covenant shall be recorded when said plan is recorded.

5. Lots within the subdivision may be released from the foregoing conditions only upon the recording of a written release executed by a majority of the Planning Board and specifically

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enumerating the lots to be released thereunder.

6. This Covenant shall be binding upon the executors, administrators, devisees, heirs, successors and assigns of the Developer.

Executed as a sealed instrument this _____ day of _____, 20__.

Signature of individuals, trustees under a declaration of trust
or corporate officers, thereunto duly authorized, as owner(s)
or mortgagee(s), as applicable:

Owner(s)*

(seal if applicable)

*If there is more than one owner,
all must sign

Assents of Mortgagee(s)

COMMONWEALTH OF MASSACHUSETTS

_____, SS

_____, 20

Then personally appeared before me the above-named (name of owner as individual, trustee or corporate officer, as applicable) and acknowledged the foregoing instrument to be his free act and deed (and the free act and deed of said corporation).

Notary Public

My Commission Expires:

(Attach votes of corporation authorizing
execution of Covenant, if applicable.)

COMMONWEALTH OF MASSACHUSETTS

_____, SS

_____, 20

Then personally appeared before me the above-named (name of mortgagee as individual, trustee or corporate officer, as applicable) and acknowledged the foregoing instrument to be his free act and deed (and the free act and deed of said corporation).

Notary Public

My Commission Expires: